



County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

October 10, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT WITH CREATIVE CHAOS, INC.,  
REGARDING REALITY TELEVISION SHOW  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Mayor of the Board of Supervisors to sign Access and License Agreements authorizing Creative Chaos, Inc., (Producer) to develop and produce "reality" television/cable programs, which will depict patrol, detective, and specialized units of the Los Angeles County Sheriff's Department (Department).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Producer proposes to produce a high quality television/cable program depicting the patrol units within the Department. Creative Chaos, Inc., intends to film the daily activities of the Department's personnel within various functions. The Producer will also use the Department's intellectual property, such as the star, uniform patch, slogan, "A Tradition of Service," and name, "Los Angeles County Sheriff's Department," in the program.

This Access and License Agreement provides benefits for the County, including compensation, and the ability to control the use of the Department's intellectual property. This agreement will ensure that the intellectual property retains its integrity and strength. The program will showcase important work performed by the Department.

*A Tradition of Service*

### Implementation of Strategic Plan Goals

Approval of the proposed License Agreement would support the Los Angeles County Strategic Plan Goal 4, Fiscal Responsibility, by strengthening the County's fiscal capacity; managing effectively the resources we have; and increasing public-private partnerships.

### **FISCAL IMPACT/FINANCING**

The agreement provides the following economic terms:

Option: For payment of \$6,500, the Producer has an initial option period of 12 months. If the Producer elects to exercise its option to license the rights and obtain the access set forth in the agreement, the Producer must pay an additional \$10,000 purchase price plus the following amounts:

Pilot/Presentation Fees: If the Producer produces a pilot episode, the County shall be paid \$6,000 for a 30-minute pilot or \$7,500 for a 60-minute or longer pilot.

Episode Fees: Additionally, for each additional episode, the Producer shall pay \$5,000 for a 30-minute episode or \$7,500 for a 60-minute episode for network television; \$3,000 for a 30-minute episode or \$4,500 for a 60-minute episode for cable television. For re-runs, the Producer will pay 20 percent of the amounts above.

Profit Participation: Twenty-two percent (22%) of one hundred percent (100%) of the Producer's profits in the series. No other entity, including the Producer, may receive a more favorable definition of profit.

In addition, the Producer has agreed to reimburse the County for its legal costs and fees incurred in the negotiation and preparation of the agreement, not to exceed \$10,000.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Significant legal terms of the agreement include the following:

Rights: The County grants to the Producer a non-exclusive license to film and record certain property, intellectual property and/or trademarks owned/controlled by the County for use in the series.

The County will provide access to Department personnel for the purpose of filming and recording a reality television series depicting the daily activities of the men and women of the Department, while on and off duty, including the patrol, detective bureau and specialized units of the Department. No custody operations shall be included.

The television rights, which will be granted to the Producer, includes the rights to exhibit the series on free, pay, or subscription television. The grant of rights specifically prohibits any merchandising rights in the property.

#### Security Controls

All access to the Department's personnel, facilities, and investigations are subject to prior approval and sole and absolute discretion of the Department. The Department will allow the Producer to observe Department employees performing their usual duties (subject to the employee's consent and execution of appropriate releases), provided that recording does not interfere, whatsoever, with the performance of the duties of Department personnel. The Producer is required to comply with all instructions of County personnel. The Department has the right to prohibit any employee or agent of the Producer from filming or participating in the production and limit the number of employees. The Producer also agrees not to air or distribute any of the film until any associated criminal case has been completed or identification of criminals and officers are blurred.

#### Privacy Controls

The Producer is solely responsible for and must obtain consent, release, and permission from all non-County employees to be interviewed, utilized, or portrayed in the production, and agree that County employees will not be involved in obtaining any form of consent from non-County employees. The Producer indemnifies the County against all expenses related to any claims related to failure to obtain such releases.

The Producer is prohibited from accompanying, or requesting to accompany, deputies into areas that are not accessible to the public, including areas where deputies gain access by virtue of their authority as peace officers, including homes, ambulances, private businesses, or private dwellings. Violation of this prohibition is cause for immediate termination of the contracts.

Creative Controls: The County will have the right to require the Producer to eliminate sensitive, privileged, and confidential information, and information which may increase the risk to the County or may be in violation of any law or violate any individual's or County employee's rights. The Department will be provided with copies of videotapes of the programs at least fifteen (15) days before the program is scheduled to broadcast. The Department will have the sole discretion to require the Producer to delete any scenes which the County determines inaccurately depicts the Department or its employees. The Producer agrees not to derogatorily depict the County, the Department or their employees, officers, and agents. In order to preserve the strength of the intellectual property and prevent its denigration or tarnishment, the Producer will use the intellectual property in accordance with the Department's guidelines.

Cost Controls: The Producer will create, develop, and film the program at no cost to the County. If any costs (i.e., use of County facility) are incurred by the County, the Producer will pay the County the appropriate fees. The Producer is prohibited from requiring or requesting Department employees from performing any reconstructed scene, however, off-duty Department employees may provide verbal descriptions of the scenes subject to appropriate releases. Any technical or factual advice provided to the Producer by Department employees must be done on personal time, except for a technical and factual advisor who will be assigned with regard to use of the Department's property (e.g. badge, logos). The Department's technical advisor is an existing deputy position stationed at Sheriff's Headquarter's Bureau, assigned to the Film and Media Section, who is responsible for overseeing all ongoing Department film and media projects.


#### **CONTRACTING PROCESS**

As the proposed License Agreement does not constitute a contract for services or involve the purchase of goods or commodities, the customary Board-mandated provisions required in such an agreement is not necessary in this instance.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The License Agreement will have no direct or significant impact on current services. The programs will be developed and made at no cost to the County. Successful television programming is anticipated to have a positive impact on the morale of County employees, particularly those in the Department, and may positively affect the Department's ongoing recruitment efforts.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA  
SHERIFF

## ACCESS AND LICENSE AGREEMENT

This agreement ("Agreement") dated as of August\_\_\_\_\_, 2006 is entered into between the County of Los Angeles, a public government agency having a principal place of business at 4700 Ramona Boulevard, Monterey Park, California 91754 (hereinafter referred to as "County") and Creative Chaos, a California corporation having a principal place of business at 3511 Malibu Country Drive, Malibu, CA 90265 (facsimile number 310-456-6099) (hereinafter referred to as "Producer"). This Agreement shall be effective upon the later of full execution of this Agreement and the date the Agreement is approved and executed by the County of Los Angeles Board of Supervisors ("Board of Supervisors").

This Agreement is entered into upon the following set of facts:

### RECITALS

1. County operates the Los Angeles Sheriff's Department ("LASD"), which is one of the largest, most sophisticated and highly-regarded law enforcement agencies in the world.
2. Producer is interested in developing and producing a reality, non-scripted one (1) hour television series depicting the patrol units of the LASD ("Specified Departments") of the LASD currently entitled "Sheriff's Stories." The initial one (1) hour pilot ("Pilot") and/or initial television episode ("Episode") and any additional Episodes produced pursuant to this Agreement shall be collectively referred to as the "Series." Producer intends to exhibit the Series on free, pay or cable television and/or via VOD and/or broadband.
3. In order to develop and produce the Series, Producer is seeking (i) access on a non-exclusive basis (the "Access Rights"), as defined in Paragraph 9 of this Agreement to the Specified Departments; and (ii) a non-exclusive license ("License") to film and record certain property, intellectual property and trademarks owned and/or controlled by the County (collectively the "Property") for use in the Series only, as more particularly set forth in this Agreement. The Access Rights and License are sometimes referred to collectively in this Agreement as the "Rights." For the avoidance of doubt, the County grants no merchandising rights in the Property.
4. County has developed and created rights in the Property and has secured copyright, trademark and service mark registrations in the United States. County has and will continue to police, monitor, and regulate the use of its Property to retain the integrity and strength of its Property and to ensure the

favorable and positive identification of the Property, County and the LASD, whether or not such Property has been registered.

5. County believes that a high quality television production such as contemplated by Producer under this Agreement can serve to further enhance its image and to promote the LASD core values (hereinafter referred to as the "Core Values") which are attached to this Agreement as Exhibit A and incorporated into this Agreement by this reference.

6. Producer believes it would be to its advantage to facilitate the production of a high quality television series portraying the LASD, provided that Producer makes no representations and warranties that the Series will actually enhance the image of the LASD.

7. County would like to grant the Access Rights and the License to the Property to Producer on a non-exclusive basis in exchange for the compensation and the other promises contained in this Agreement; and

For good and valuable consideration and in further consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. OPTION/EXERCISE OF OPTION

(a) In consideration of the payment of the sum of Six Thousand Five Hundred Dollars (\$6,500), County grants to Producer the option ("Option") commencing upon full execution of the Agreement and continuing thereafter for a period of twelve (12) months ("Option Period") after the Board of Supervisors approves this Agreement, if ever, to license the Rights on a non-exclusive basis for use in the development, production and exhibition of one (1) season ("The First Season") of a reality television series for exhibition on free, pay and/or cable television and/or via VOD and/or broadband, subject to the provisions and conditions in this Agreement. If prior to the expiration of the Option Period, Producer is in active negotiations with a television and/or cable network for an agreement for the further development and/or production and/or sale and/or license of the Series ("Sales Agreement"), the Option Period will be extended for one additional sixty (60) day period. Prior to expiration of the first Option Period, Producer will provide County with written notice of any pending negotiations with a third party for a Sales Agreement. The First Season shall commence on the first day of principal photography of the pilot/presentation and/or first episode (if no pilot/presentation) and continue thereafter for a period of one (1) year. Each subsequent season of the Series, if any, will commence on the date of expiration of the immediately preceding season and continue thereafter for a period of one (1) year.

(b) Prior to the expiration of the Option Period, Producer may elect, in its sole discretion to exercise the Option for the First Season upon written notice to the County and by payment to County of the amounts set forth in paragraph 2 below. At such time, Producer shall provide County with written notice of the production schedule for the First Season. Producer shall provide County with the production schedule for each subsequent season of the Series, if any, no later than ninety (90) days prior to the commencement of production of the applicable season.

(c) Producer's right to develop and produce and subsequent seasons of the Series shall be subject to the Board of Supervisors' prior written notice in each and every instance. If the Board of Supervisors approves the development of one or more subsequent seasons of the Series, the terms and conditions of this Agreement shall apply to such subsequent season(s) of the Series.

(d) County and Producer acknowledge that other groups, corporations, persons, businesses, or entities may wish to license the Rights. Notwithstanding anything contained in this Agreement, County, in its sole and exclusive discretion, may grant rights and additional licenses of any type to any other group, corporation, business, person, or organization, including but not limited to, non-profit organizations in the Rights.

(e) All rights not specifically and clearly granted in this Agreement by County are reserved by County.

## 2. PURCHASE PRICE

On or before the expiration of the Option Period, but in no event later than commencement of principal photography of the pilot/presentation or first episode of the Series (if no pilot and/or presentation is produced), Producer, in its sole discretion, may elect to exercise the Option by written notice accompanied by payment to County of the purchase price ("Purchase Price") in the amount of Ten Thousand Dollars (\$10,000). During development of the Series, Producer may create a demo reel ("Demo Reel") which shall not exceed five (5) minutes in length which may be used to pitch the Series to networks and non-networks. Producer shall submit the Demo Reel to County for prior written approval before such Demo Reel is submitted to third parties. Notwithstanding anything contained herein, in the event Producer does not exercise the Option, all right, title and interest in the Demo Reel shall be assigned to the County and all materials relating to the Demo Reel shall be submitted to the County.

### 3. PILOT/PRESENTATION FEES

In the event Producer produces a pilot or presentation or first episode (if no pilot or presentation is produced) of the Series with a running time of less than thirty (30) minutes (collectively "Pilot"), County shall be entitled Six Thousand Dollars (\$6,000) on or before the commencement of principal photography of the Pilot; if the running time is thirty (30) minutes or more but less than sixty (60) minutes, the royalty is Seven Thousand Five Hundred Dollars (\$7,500).

If any such Pilot, presentation or first episode is re-run in the United States or Canada, County will be paid twenty percent (20%) of the sums initially paid to County pursuant to this paragraph spread over the second, third, fourth, fifth and sixth runs and no further re-run payments will be due or payable after any run after the sixth run.

### 4. EPISODIC FEES

Additionally, Producer shall pay County the following amounts on or before the commencement of each week of principal photography of the Series produced:

For Episodes produced for U.S. network television (e.g., ABC, NBC, CBS and FBC):

- (a) \$5,000 for each original 30 minute or less episode of the Series; and
- (b) \$7,500 for each 60 minute or longer episode of the Series.

For Episodes produced for cable or other television (e.g., Showtime, HBO, UPN, WB and Turner):

- (a) \$4,500 for each original 60 minute or longer episode of the Series;  
and
- (b) \$3,000 for each original 30 minute or less episode of the Series.

For Episodes produced for weekly syndication (i.e., "stripped" shows):

- (a) \$4,500 for each original 1 hour group of 5 Episodes; and
- (b) \$3,000 for each original 30 minute group of 5 Episodes.

If any such episode is re-run in the United States or Canada, County will be paid twenty percent (20%) of the sums initially paid to County pursuant to this paragraph spread over the second, third, fourth, fifth and sixth runs and no



further re-run payments will be due or payable after any run after the sixth run. The episodic fees listed above shall be subject to five percent (5%) cumulative bumps for each production season.

5. PROFIT PARTICIPATION

County shall be entitled to receive an amount equal Twenty-Two Percent (22%) of One Hundred Percent (100%) of Producer's profit participation in the Series, which shall include exploitation of the Series from any and all sources in the universe in perpetuity. The profit participation definition accorded County shall be subject to good faith negotiations. No other profit participant on the Series shall receive a more favorable definition.

6. SERIES SALE BONUS

In the event Producer enters into a Sales Agreement, Producer shall pay to County a "Series Sale Bonus" in the amount of Ten Thousand Dollars (\$10,000). This Series Sale Bonus shall be payable within ten (10) days of the execution of the Sales Agreement.

7. ATTORNEYS' FEES AND COSTS

Upon full execution of this Agreement, Producer agrees to reimburse County for its actual out of pocket legal costs and fees incurred in the preparation and/or negotiation of this Agreement, provided that such costs and fees shall not exceed Ten Thousand Dollars (\$10,000). Such fees/costs are payable upon approval of this Agreement by the County of Los Angeles Board of Supervisors.

8. THEATRICAL RELEASE

Provided that the initial pilot/presentation or any episode of the Series produced under this Agreement is exhibited as part of a general theatrical release ("Theatrical Release"), then County shall be entitled to receive the following applicable amounts:

(a) If the Theatrical Release of the initial pilot/presentation or any episode of the Series occurs anywhere in the United States and/or Canada prior to the initial United States telecast, a one time amount equal to one hundred percent (100%) of the applicable compensation paid to County pursuant to Paragraphs 1, 2, 3, 4 and 5 above;

(b) If the Theatrical Release of the initial pilot/presentation or any episode of the Series occurs anywhere in the United States and/or Canada after the initial United States telecast, a one time amount equal to one hundred percent (100%) of the applicable compensation paid to County pursuant to Paragraphs 1, 2, 3, 4 and 5 above;

(c) If the Theatrical Release of the initial pilot/presentation or any episode of the Series occurs anywhere outside the United States prior to after the initial United States, a one-time amount equal to fifty percent (50%) of the applicable compensation paid to County pursuant to Paragraphs 1, 2, 3, 4 and 5 above.

9. THE SERIES: ACCESS RIGHTS/USE OF COUNTY PROPERTY APPROVALS/CONTROLS

(a) In exchange for the consideration and other promises set forth in this Agreement, County agrees to grant the Access Rights on a non-exclusive basis to Producer to the LASD for the purpose of developing and filming a reality television series for exhibition on free, pay or cable television and/or via VOD/Broadband. The "Access Rights" shall include:

(i) Access to the LASD's officers in the Specified Departments for the purpose of filming and recording general activity and/or current events involving those divisions of the LASD, provided that all access to LASD personnel, facilities and investigations shall be subject to the prior approval of the LASD. Producer's production crews and personnel shall be permitted to ride in County vehicles alongside LASD personnel subject to the approval of the LASD and the discretion and authority of the LASD while riding in such vehicles.

(ii) The "Access Rights" are as set forth below:

(A) A Sheriff's car for use in obtaining additional exterior shots;

(B) Access to Sheriff's officers in the Specified Departments for additional interviews, provided such interviews occur while Sheriff's officers are off-duty and provided the necessary consents and releases are obtained;

(C) Access to a Sheriff's helicopter taking off and landing; and exterior shot of a Sheriff's motorcycle;

- (D) Additional shots of the Sheriff's mounted posse;
- (E) Exterior shots of the Sheriff's Harbor patrol;
- (F) Certain charity events that the Specified Departments of the LASD are involved with (i.e., Christmas event where LASD deputies are giving toys to children);
- (G) Access to the Sheriff and his high level staff for interviews subject to availability and Producer obtaining appropriate consents and releases; and
- (H) Use of LASD Department file footage from the Specified Departments.

(iii) LASD shall provide Producer with introductions to and/or contact details of persons involved in the Specified Departments of the LASD, for the purpose of arranging and recording material and conducting interviews to be included in the Series, including but not limited to, permission on behalf of the LASD to interview personnel employed by LASD, subject to Producer obtaining all necessary releases for such persons in a form approved by County, in its sole discretion. In order to establish an efficient line of communication between the LASD staff and the Producer's production staff working on site from time to time, the LASD will designate appropriate LASD staff members through whom all questions, requests for assistance and all other communications must be made (by way of example, (a) relative to all LASD investigations, or (b) for scheduling, site surveys or tracking.

(iv) LASD agrees to allow Producers to observe LASD performing their usual and customary duties, (subject to LASD's personnel's consent to participate and/or appear in the Series), for reasonable periods of time, for the purpose of taking part in recordings at such times and locations approved by the LASD, in the LASD's sole and absolute discretion, including recordings at the LASD premises, riding in LASD vehicles and at various locations within the Los Angeles area, all as reasonably requested by Producer and approved by the LASD, but provided that same do not interfere whatsoever with the performance of the duties of the LASD employees.

(v) Notwithstanding any other provision of this Agreement, Producer shall be prohibited from filming and/or recording any activity (either inside or outside) of the County's custodial facilities and/or

interviewing County employees and/or third parties regarding the County's custodial facilities, including but not limited, to inmates and/or conditions as part of this Series. In the event Producer violates the provisions of this paragraph, Producer shall have the obligation to submit such footage/recordings and/or other information to County and destroy all copies of such footage/recording and/or other information in Producer's possession.

(b) Producer shall be solely responsible for and shall obtain the written consent, release and permission from all non-County employees to be interviewed, utilized, portrayed or otherwise participate in the Series. Any authorization/consent obtained from a person being filmed and/or recorded by Producer is solely an agreement between such person and Producer. County personnel shall not be involved in obtaining any form of consent on behalf of Producer and shall conduct only tasks directly related to his/her normal law endorsement duties. Producer hereby indemnifies the County from and against all claims asserted against the County and/or the LASD and expenses relating to such claims, including without limitation, reasonable attorneys' fees, arising from any failure by Producer to so obtain such necessary releases, permissions and consent. Producer shall provide County with copies of all consents/releases obtained by Producer pursuant to this Agreement prior to commencement of principal photography for each program.

(c) Producer's employees, agents and independent contractors, including but not limited to, Producer's camera crew which accompany LASD deputies for purposes of filming the Series, are prohibited from accompanying such deputies and/or requesting permission to accompany such deputies into areas that are not accessible to the public, including but not limited to, areas wherein LASD deputies gain access due to their authority as peace officers, including but not limited to, homes, ambulances, private businesses and private dwellings. Producer's breach of this paragraph shall constitute a material breach of this Agreement and County may elect, in its sole discretion, to immediately terminate this Agreement based upon such material breach.

(d) Producer will not require and/or request the LASD and/or any of its departments to perform any reconstructed scene for the purpose of production of the Series, provided that off-duty LASD officers may provide verbal descriptions of the scenes subject to Producer obtaining the appropriate releases for such persons. All filming and recording will be done as LASD personnel are performing their usual and customary duties and responsibilities; Producer accepts and acknowledges that it may not, during the course of production of the Series, put the LASD and/or the County to any expense that would not ordinarily occur in the normal operations of the LASD.

(e) Producer accepts and acknowledges that in order to protect the integrity of LASD's work and to maintain the safety of LASD personnel, the public and Producer's personnel, Producer will comply with all instructions of the LASD, the County and/or its personnel.

(f) County shall have editorial control over all audio and video taping done by Producer for the Series. Producer shall make sufficient modifications and fictionalizations, such as deleting any portions and/or video tape or film as requested by the County and by changing the names and other indemnifying facts, for the best interest of the County and so as to enable the Series to be exploited commercially without infringing upon or interfering with any person's and/or entity's rights. Such modifications shall be subject to County's prior written final approval.

(g) At the County's and/or the Board of Supervisor's request which may be made at any time, Producer and the network agree to eliminate sensitive, privileged and/or confidential information and/or footage and/or recordings, including but not limited to, investigative techniques and/or information/scenes depicting operations which County believes, in its sole discretion, may jeopardize or interfere with the LASD's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and County employees' rights.

(h) Producer may use the Property only in cases where the Property is filmed and/or recorded incidental to and for inclusion in the Series. For example, Producer may film a scene which depicts the LASD's logo and/or star on County vehicles but Producer may not place a LASD logo and/or reconstruct a scene in order to obtain footage of Property owned/controlled by the County.

(i) Producer may not create, manufacture and/or sell any merchandise utilizing and/or based on the Property and/or the Rights with the prior written consent of the County and the Board of Supervisors. Notwithstanding any other provision of this Agreement, Producer may submit proposals to the County for the creation and sale of merchandise based upon the Property and the Rights for the County's consideration.

(j) The Series shall not derogatorily depict the County and/or the LASD and/or their respective employees, officers and agents.

(k) Ten (10) business days prior to broadcast of any Episode of the Series, Producer will submit four (4) copies of the videotape of the applicable Episode to County for inspection, review and final approval. At the County's and/or the Board of Supervisor's request, Producer and the network shall

eliminate, edit and/or revise any information, footage and/or recording contained within such Episode(s) (i) which are determined by the County and/or the Board of Supervisors to contain sensitive, privileged and/or confidential information, including but not limited to, investigative techniques and/or operations and/or (ii) which the County and/or the Board of Supervisor believes, in its sole discretion, may jeopardize or interfere with the LASD's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and County employees' rights. Producer's failure to comply with the terms of this subparagraph shall be deemed a material breach of this Agreement. All footage/film stock and/or recordings obtained by Producer pursuant to this Agreement that are not approved by the County and/or the Board of Supervisors pursuant to this paragraph shall be destroyed within seven (7) days of the County's final determination requiring Producer and/or the network to eliminate such footage and/or recordings from the Series pursuant to this paragraph. Additionally, all unused footage and/or recordings which are obtained by Producer pursuant to this Agreement shall be destroyed within seven (7) days of final editing.

(l) For security purposes, prior to principal photography of any program of the Series, Producer shall submit the name and information regarding any of its employees, agents and/or independent contractors involved in the filming of such program. County and/or LASD shall have the sole and absolute discretion to prohibit any employee/agent of Producer from filming and/or participating in the production of any program. Producer shall limit the number of persons involved in filming any program to an amount determined to be appropriate by LASD on the particular incident.

(m) LASD will appoint an employee to advise/consult with Producer regarding the use of the Property (not technical advice) in the Series to ensure compliance with the terms of this Agreement, including but not limited to, compliance with the LASD's usage guidelines for the Property.

(n) The County through the District Attorney's Office and/or other governmental agencies may subpoena and/or request copies of any program of the Series for use in legal or administrative proceedings. Producer agrees to cooperate with all such subpoenas and/or requests.

(o) Producers understands that the activities which they are filming are part of a law enforcement investigation and may be prosecuted by the County District Attorney. In order to preserve the integrity of the investigations and prosecutions, Producer agrees to not air or distribute any of the film until the

criminal case has been completed or unless otherwise requested by the District Attorney.

(p) Producer shall cause all of its employees, independent contractors and/or representatives to sign written agreements prohibiting such persons from using,, disclosing, publishing and/or disseminating any all information, footage and/or recordings obtained by Producer pursuant to this Agreement by any means in any manner, for profit or otherwise, to any person or entity, including without limitation, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, internet and any other enterprise involved in the print or electronic media, whether now known or later created, including individuals working directly or indirectly for or on behalf of any of said entities without the express prior written consent of County in each and every case. If Producer becomes legally compelled by court order to disclose any information, footage and/or recordings obtained by Producer pursuant to this Agreement, Producer will give County prompt prior written notice, and take appropriate action to avoid disclosure, and seek a protective order or other appropriate remedy in court. In the event that a protective order or other remedy is not obtained, Producer will furnish only that information that is legally compelled and necessary to disclose to a party requiring disclosure on written advise of the County's attorneys.

10. NO COST TO COUNTY

Producer agrees that the Series shall be created, developed, filmed, advertised, publicized, and exploited at no cost or expense to County. In the event any costs or expenses are incurred by County in connection with the Series at either the direction or based upon the requests of Producer, then County shall be promptly reimbursed, including but not limited to, all actual out of pockets costs incurred in relation to the Access Rights granted pursuant to this Agreement. Any technical/factual advice provided by any member of the County to Producer must be done on personal time; not on County time. County makes no representations and/or warranties with respect to the technical advice provided by any employees and/or representatives of County and assumes no liability for the use of such advice by Producer. If any County facility is used for filming the Series, the County should be appropriately compensated as agreed by the parties.

11. OWNERSHIP OF PROPERTY

(a) Producer agrees that it does not have the right to use the name, likeness and/or biography of any County employee, Property and/or the information obtained as a result of the Rights granted to Producer pursuant to

this Agreement on or in connection with any products or goods of any kind, whether or not such products or goods are depicted in and/or related to the Series and/or in advertising and marketing related to the Series.

(b) Producer acknowledges that nothing in this Agreement shall give any member, companies, persons, groups, organizations, businesses, other corporations, entities, or individuals of Producer the right to use the Rights.

(c) Producer agrees that it does not have the right to apply for trademark and/or copyright registrations of the Property and that existing applications or registrations for the Property, if any, shall be assigned to County at Producer's expense.

(d) Producer will include appropriate trademark and copyright notices on the Series, as directed by County.

(e) Subject to the terms and conditions of this Agreement and Producer's exercise of the Option pursuant to paragraph 2 of this Agreement, Producer and/or the third party studio/network responsible for producing and/or distributing the Series will have exclusive ownership of the Series and any materials/footage prepared by Producer pursuant to the terms of this Agreement.

## 12. REPRESENTATIONS AND WARRANTIES

(a) Producer represents and warrants that the Series will be a high quality reality television series which promotes the LASD's Core Values.

(b) Producer represents and warrants that the Series and the Property will be not be used to endorse either directly or indirectly any product or service of Producer and/or any third party and that the Series and the information as a result of the Rights will be used consistent with the terms of this Agreement and subject to County's approval.

(c) Producer represents and warrants that it will not derogatorily depict the County and/or the LASD and/or their respective employees, officers and agents, representatives and/or any holder of an office of County and/or the LASD. Derogatory depiction would include, but is not limited to, among other things, official misconduct, substance abuse, sexual misconduct.

(d) Producer represents and warrants that it will do nothing inconsistent with County's ownership of the Property or in denigration or



tarnishment of the Property nor of County, and agrees that all use of the Property by Producer shall inure to the benefit of County.

(e) Producer represents and warrants that it will use the Property in a professional manner which will not reflect adversely upon the good name and image of LASD and/or the County.

### 13. INFRINGEMENT AND ACTIONS BY THIRD PARTIES

(a) Producer agrees to notify County of any unauthorized use of the Property by third parties promptly upon Producer's notice of such use. County shall have the sole and exclusive right to bring actions of any type, including but not limited to, infringement or unfair competition proceedings involving the Property, and the Producer agrees to cooperate fully with County and to use its best efforts to stop the use of the Property by third parties. Any and all damage awards and/or settlement agreements reached as a result of such action shall be the sole and exclusive property of County, or where appropriate, to be divided between the parties in an equitable manner.

(b) Producer shall not directly or indirectly register or attempt in any country, state or territory to register as a trademark and/or copyright of the Property, or any word, name, symbol or design which is so similar thereto as to suggest some association with or sponsorship by County. In the event of the breach of the foregoing provision, Producer shall, at its expense and at the request of County, immediately terminate the unauthorized registration activity in question and promptly execute and deliver, or cause to be delivered, to County such assignments and other documents as it may require to effectuate the assignment to County of all rights to the registrations or applications involved.

### 14. REVERSION

(a) If Producer exercises the Option and has not produced a pilot/presentation and/or first episode for the Series within six (6) months from the date the Option was exercised, all Rights shall revert to County at such time.

(b) If Producer exercises the Option and provided Producer produces a pilot/presentation and/or first episode for the Series and does not resume full production of the Series episodes within six (6) months following the date the Option was exercised, all Rights shall revert to County at such time.

(c) If Producer produces thirteen (13) or fewer episodes (including the pilot/presentation) of the Series within two (2) years from the date on which the

Option was exercised, all Rights shall revert to County the earlier of one (1) year following the initial broadcast of the pilot, presentation or first episode, if ever, and three (3) years from the date of this Agreement.

(d) If Producer produces thirteen (13) or more episodes (including the pilot/presentation) of the Series and thereafter production of the Series stops at any time, all Rights shall revert to the County within six months from the last date of production on the last episode of the Series.

(e) Notwithstanding any reversion of the Rights pursuant to Paragraph 14, Producer shall retain the right to exploit the then-existing programming based on the Property in perpetuity.

## 15. TERMINATION

(a) Upon completion of physical production of the First Season of the Series and each subsequent production season of the Series thereafter, if any, the County of Los Angeles Board of Supervisors and/or the County shall have the right to terminate this Agreement. If the Board of Supervisors approves the development and production of one or more subsequent seasons of the Series the terms and conditions of this Agreement shall apply to such subsequent season of the Series.

(b) Notwithstanding any other provision of this Agreement, and in addition to other rights and remedies of County, this Agreement shall automatically terminate and all Rights granted hereunder shall revert to County, if at any time Producer ceases doing business, becomes insolvent, files a petition in bankruptcy or insolvency, or makes any assignment, transfer, encumbrance, or conveyance of the Property for the benefit of creditors. In the event this Agreement is terminated Producer shall retain the right to exploit the then existing programming based on the Property in perpetuity.

(c) If the Agreement is terminated by either party, for any reason, Producer shall immediately cease, upon the 10<sup>th</sup> day after receipt via mail, fax (confirmed by mail) , or personal delivery of written notice, any and all use of the Property and confusingly similar marks and refrain from making any further reference to the Property, direct or indirect. The parties expressly acknowledge that should Producer and County end their affiliation or association for whatever reason, County in its sole, exclusive, unrestricted, and unfettered discretion may terminate the license and shall retain any and all rights in the Property.

16. INTERPRETATION OF AGREEMENT

This Agreement will be interpreted according to the laws of the State of California regardless of its or any other jurisdiction's laws concerning choice of law principles.

17. INDEMNIFICATION

Producer will indemnify County and County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, parent company and affiliated companies against any claims, costs, lawsuits, liabilities, damages, expenses or losses, including reasonable attorneys' fees and all reasonable actual related costs (collectively "Claims"), for damages of any nature whatever, including but not limited to bodily injury, death, personal injury, property damage, invasion of privacy, trespass, defamation or any other personal injury and/or guild/labor union claims arising from or in connection with Producer's development, production, exploitation and exhibition of the Series and/or Producer's breach of any representations or warranties set forth in this Agreement. Notwithstanding anything contained herein, the County Counsel of Los Angeles will have the exclusive right to choose the counsel to represent the County and/or the County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, and affiliated entities in connections with such Claims.

18. INSURANCE

Producer agrees to maintain at all times during the term of this Agreement general liability and errors and omissions insurance coverage, and said general liability and errors and omissions insurance policies shall specifically name County as an additional named insured. The general liability and errors and omissions insurance policies shall be in the amount of at least \$2 million per occurrence and \$5 million in the aggregate. Producer must provide certificate of proof of said insurance in writing fifteen (15) business days prior to any airing of the pilot/presentation and/or first episode of the Series. Any failure of Producer to maintain the general liability and errors and omissions insurance policies referred to in this Agreement shall constitute a material breach of this Agreement and County may immediately terminate or suspend this Agreement, with or without notice, upon any lapse or failure to maintain insurance.

19. ASSIGNMENT

This Agreement may not be assigned by the Producer except with the prior written consent of the County except to a US free, pay or cable television network pursuant to a Sales Agreement.

20. NOTICES

Any notices, approvals, payments or other communications required or permitted to be given or delivered under this Agreement shall, unless otherwise specifically provided, be in writing and shall be delivered personally, transmitted by telecopier, or, sent by registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses appearing herein, or at such other addresses as either party may from time to time designate to the other in writing. Any notice, approval, payment or communication so given shall be deemed to have been received on the date on which it is delivered, on the day transmitted if by telecopier/fax (provided the sending party must maintain a record of confirmation that the notice was received), or, if mailed, on the fifth business day next following the mailing thereof. Any such notice shall be sent to the parties at the following addresses:

To County:

Los Angeles County Sheriff's Department  
Headquarters Bureau  
4700 Ramona Boulevard  
Monterey Park, California 91754  
Attention Captain of Sheriff's Headquarters Bureau  
Facsimile: (323) 267-6625

Courtesy copy:

Skrzyniarz & Mallean  
9601 Wilshire Boulevard  
Suite 650  
Beverly Hills, CA 90210  
Attention: William J. Skrzyniarz  
Facsimile: (310) 786-8878

To Producer:

Paul Joseph  
Executive Producer  
Creative Chaos  
520 Broadway  
Suite 660  
Santa Monica, CA 91502  
Facsimile: (310) 456-6099

Courtesy copy:

David Taghioff  
John Ferrier  
William Morris Agency  
One William Morris Place  
Beverly Hills, CA 90212

21. CORE VALUE STATEMENTS

Producer shall list the Core Values on screen in the end titles, on a separate, fixed and legible card (e.g., the text must be sufficient in size and duration to be legible to the viewer) on the pilot/presentation and each episode of the Series.

22. TITLES

The titles of the articles and paragraph headings contained in this Agreement are intended as conveniences for ready reference only and are not to be construed so as to define, limit or extend the scope of this Agreement.

23. NO RELATIONSHIP

This Agreement does not constitute a partnership or joint venture between County and Producer. The relationship between the parties under this Agreement is that of independent contractors. Producer shall have no right to obligate or bind County in any manner whatsoever.

24. MISCELLANEOUS

This Agreement may not be modified nor may any of its terms be waived except in writing signed by both parties. This Agreement and the Exhibits attached to it are the final and complete expression of the agreement between the

parties and supersede any and all prior and contemporaneous agreements and understandings relating to the subject matter of this Agreement, whether implied or express and/or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above written.

COUNTY OF LOS ANGELES

Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor of the Board of Supervisors

CREATIVE CHAOS, INC.

Date: 8/7/06

Paul Joseph

Name: \_\_\_\_\_

Title: President

LOS ANGELES COUNTY SHERIFF'S  
DEPARTMENT

Date: \_\_\_\_\_

By: Leroy D. Baca  
Leroy D. Baca, Sheriff

SACHI A. HAMAI  
Executive Officer-Clerk of  
The Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

[\_\_\_\_\_] \_\_\_\_\_  
County Counsel

By: [Signature]  
Deputy

## **EXHIBIT A**

### Los Angeles County Sheriff's Department

#### **Core Values**

As a leader in the Los Angeles County Sheriff's Department,  
I commit myself to honorably perform my duties with  
respect for the dignity of all people,  
integrity to do right and fight wrongs,  
wisdom to apply common sense and fairness in all I do and  
courage to stand against racism, sexism, anti- Semitism,  
homophobia and bigotry in all its forms.

**EXHIBIT B**

**PERSONAL RELEASE FORM**



PERSONAL RELEASE FORM

In exchange for the payment of One Dollar (\$1.00) and for other good and valuable consideration (receipt of which is I acknowledge), this will confirm that I have agreed to be photographed, interviewed, videotaped, filmed and/or have my voice and conversations recorded (collectively the "Appearance") by \_\_\_\_\_ and its successors, assigns and licensees (collectively "Producer") for use in the television series tentatively entitled " \_\_\_\_\_ " ("TV Series") regarding the Los Angeles County Sheriff's Department and that Producer will own any and all rights in the Appearance with respect to the TV Series. I agree that Producer shall be the exclusive owner of all copyright and other rights in and to the Appearance and will be able to use them forever and throughout the universe, and to license others to use them, in any manner you wish and in any and all media now known or later developed.

I now waive, as to Producer and the County of Los Angeles and the Los Angeles County Sheriff's Department (collectively "the County"), their respective successors, assigns and licensees, all personal rights and objections to any use to be made of me, my name, my voice and my personality in connection with the use of the Appearance, for any and all motion picture, radio and television purposes, in connection with the TV Series and the publicity in connection with the TV Series, for any other trade and advertising purposes and/or for exhibition and exploitation throughout the universe by any means and in any media now known or later devised. I understand that in proceeding with said filming, recording and photography and the TV Series, Producer will do so in full reliance on the foregoing permission. I further irrevocably agree that you may use and license others to use the Appearance or excerpts from such Appearance and my name, voice, likeness and any biographical facts which may have been provided to Producer in the TV Series, and in any related or derivative versions and/or uses of the TV Series and in the advertising, marketing and promotion of the TV Series in all mediums and/or media, including but not limited to merchandising of the TV Series.

I agree not to sue and irrevocably and unconditionally release, waive and forever discharge Producer and the County, their agents, representatives and employees, jointly and individually (collectively referred to as "Releasees"), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I (or my assigns, agents and/or representatives) ever had, now has, or in the future may have against the Releasees, including, but not limited to claims arising out of or related to the filming and recording of the Appearance and/or the uses of the Appearance. I further agree that I shall be liable for any attorneys' fees and costs incurred by Producer and/or the County in connection with any claim or lawsuit brought in violation of this agreement. In no event shall I have the right to enjoin the development, production or distribution or exploitation of the TV Series. This release shall be binding on all of my successors-in-interest and heirs. This agreement shall be governed by the laws of the State of California. I agree to submit to jurisdiction of the state and federal courts in the County of Los Angeles in the State of California to adjudicate any disputes with respect to this agreement.

AGREED AND ACCEPTED:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(PRINT) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_